



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **AS-0**

August 29, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

INSPECTION AND APPRAISAL TESTING OF ELECTRICAL SYSTEMS FOR HYDROELECTRIC FACILITY SUPERVISORIAL DISTRICTS 2, 4, AND 5 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that these services provided are categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award a contract for "Inspection and Appraisal Testing of Electrical Systems for Hydroelectric Facility" to Electrical Systems Engineering Company, located in Norwalk, California. This contract will commence upon Board approval for a period of one year with two 1-year options not to exceed a total contract period of three years.
3. Instruct the Chairman to sign this contract.
4. Authorize the contractor to proceed with work in accordance with the contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber an annual amount not to exceed \$31,260. This amount is based on the contractor's price to perform scheduled annual work and Public Works' estimated annual cost for the as-needed troubleshooting and/or repair work.

6. Delegate authority to the Director of Public Works to renew this contract for the two 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action is to award a contract for inspection and appraisal testing of electrical systems at the Public Works' San Gabriel Dam hydroelectric facility and for as-needed troubleshooting and/or necessary repair work there and at other hydroelectric facilities in Carson, El Segundo, and Long Beach.

Implementation of Strategic Plan Goals

This contract is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. This contract will improve internal operations through the utilization of the contractor's expertise to provide these services in a timely and effective manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed \$31,260. This amount represents the contractor's price to perform the annual inspection and appraisal testing, as well as Public Works' estimated annual cost for the as-needed troubleshooting and/or repair work. This contract will commence upon Board approval for a period of one year with two 1-year options not to exceed a total contract period of three years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor. Funds are available in Public Works' 2002-03 Flood Control District Fund budget to cover the cost of this contract. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for non-Proposition A services, as the services are needed on a part-time and intermittent basis and are of an extraordinary professional or technical nature.

The contractor has properly executed this contract and County Counsel has approved it as to form.

ENVIRONMENTAL DOCUMENTATION

With respect to requirements of the CEQA, these inspection and appraisal testing services are categorically exempt as specified in Class 1(e) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On May 9, 2002, proposals were solicited from 80 independent contractors and community business organizations for Inspection and Appraisal Testing of Electrical Systems for Hydroelectric Facility. Also, a notice of proposal availability was placed on the County's bid website (Enclosure A).

On June 11, 2002, one proposal was received. The proposal was first reviewed to ensure that it met the mandatory requirements outlined in the Request for Proposals (RFP). The proposal met these mandatory requirements and was then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria outlined in the RFP which included proposal prices, capability, work plan and approach, experience, and references. Based on this evaluation, Public Works is recommending that this contract be awarded to Electrical Systems Engineering Company, located in Norwalk, California, who was found to be a responsible and responsive proposer able to provide these services at a reasonable price.

As requested by your Board, the contractor submitted its safety record which, in our opinion, reflects the contractor's past activities were conducted in accordance with reasonable safety standards.

Evidence of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and Workers' Compensation insurance will be obtained from the contractor before any work commences.

This contract contains recent Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN Program participants, notification to advise employees regarding the Federal-earned income tax credit, agreement to maximize the use of recycled paper products, contractor responsibility and debarment, and jury service requirements.

The Honorable Board of Supervisors
August 29, 2002
Page 4

Enclosure B reflects the proposer's minority participation. Upon final analysis and consideration, the contractor was selected without regard to race, creed, gender, or color.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information form in compliance with the Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services that exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please have the original and one copy of the contract signed by the Chairman. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

EL
A:\ELECTRICAL.wpd

Enc. 5

cc: Chief Administrative Office
County Counsel

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2002,

BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY,"

AND

ELECTRICAL SYSTEMS ENGINEERING COMPANY, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 11th day of June 2002, hereby agrees to provide inspection and appraisal testing services on electrical systems for the Public Works' hydroelectric facility to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Inspection and Appraisal Testing of Electrical Systems for Hydroelectric Facility."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services, in strict accordance with the Contract Specifications, to the satisfaction of the Director of Public Works, to pay to the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission an annual amount not to exceed \$24,670 or such greater sum as the Board may approve.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to provide inspection and appraisal testing services on electrical systems to meet the County's requirements.

FIFTH: In the event that the Contractor's proposal conflicts with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this contract and supersedes all prior and contemporaneous agreements and understandings.

//

//

//

SEVENTH: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

EIGHTH: For purposes of the Jury Service Program, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County.

NINTH: If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of the Jury Service Program. The provisions of these Jury Service Program provisions shall be inserted into any such subcontract agreement.

TENTH: If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

ELEVENTH: Contractor's violation of the Jury Service Program provisions of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

/

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of
the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

Electrical Systems Engineering Company

By _____
Its President

By _____
Its Secretary